

South Australia

## **Second-hand Vehicle Dealers Variation Regulations 2010**

under the *Second-hand Vehicle Dealers Act 1995*

---

### **Contents**

#### **Part 1—Preliminary**

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### **Part 2—Variation of *Second-hand Vehicle Dealers Regulations 2010***

- 4 Variation of regulation 3—Interpretation
- 5 Variation of regulation 4—Exemptions
- 6 Variation of regulation 6—Forms
- 7 Variation of regulation 8—Notification of change in circumstances
- 8 Variation of regulation 9—Return etc of licence or certificate of registration
- 9 Variation of regulation 10—Display of licences, registration etc
- 10 Insertion of regulation 10A
  - 10A Dealer to retain employee records
- 11 Variation of regulation 11—Notices to be displayed (section 16 of Act)
- 12 Insertion of regulation 12A
  - 12A Dealer to retain copy of contract
- 13 Variation of regulation 14—Sale of vehicle and Dealer's Copy of Section 16 Notice
- 14 Insertion of regulation 14A
  - 14A Option to purchase vehicle subject to contract for sale (section 18E of Act)
- 15 Variation of regulation 15—Notices to be displayed in case of auction (section 20 of Act)
- 16 Variation of regulation 17—Sale of vehicle and Auctioneer's Copy of Auction Notice
- 17 Variation of regulation 18—Trade auctions (section 22 of Act)
- 18 Variation of regulation 19—Sales between dealers
- 19 Variation of regulation 20—Advertisements
- 20 Variation of regulation 23—Waiver of rights (section 33 of Act)
- 21 Variation of Schedule 1—Fees
- 22 Variation of Schedule 2—Forms
- 23 Variation of Schedule 3—Advertisements for sale of second-hand vehicles
- 24 Variation of Schedule 4—Defects in vehicles
- 25 Variation of Schedule 5—Contributions to second-hand vehicles compensation fund
- 26 Variation of Schedule 6—Waiver of rights
- 27 Revocation of Schedule 7

#### **Schedule 1—Substituted forms 5 and 6**

---

## Part 1—Preliminary

### 1—Short title

These regulations may be cited as the *Second-hand Vehicle Dealers Variation Regulations 2010*.

### 2—Commencement

These regulations will come into operation on the day on which section 17 of the *Second-hand Vehicle Dealers (Cooling-off Rights) Amendment Act 2009* comes into operation.

### 3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

## Part 2—Variation of *Second-hand Vehicle Dealers Regulations 2010*

### 4—Variation of regulation 3—Interpretation

Regulation 3(1), definition of *Section 16 Notice*—delete "or exposure" wherever occurring

### 5—Variation of regulation 4—Exemptions

- (1) Regulation 4—delete "selling or exposing" wherever occurring and substitute in each case:

buying, selling or offering

- (2) Regulation 4—after its present contents as varied by this regulation (now to be designated as subregulation (1)) insert:
- (2) The activity of selling or offering for sale an unroadworthy vehicle to a vehicle wrecker is exempt from the following sections of the Act if the vehicle is sold or offered for sale to the vehicle wrecker for the purpose of being wrecked or disassembled for salvage:
- (a) section 16;
  - (b) section 17;
  - (c) section 18;
  - (d) section 18B;
  - (e) section 23.
- (3) In this regulation—
- vehicle wrecker* means a person who carries on the business of wrecking vehicles or disassembling vehicles for salvage.

## **6—Variation of regulation 6—Forms**

- (1) Regulation 6(c)—delete paragraph (c) and substitute:
  - (c) be printed or typewritten in type that is not smaller than 10 point Times New Roman font; and
- (2) Regulation 6—after its present contents as varied by this regulation (now to be designated as subregulation (1)) insert:
  - (2) Despite subregulation (1)(c), the notice set out in Form 15 must, in order to be set out in that form, comply with the following:
    - (a) the first and third lines of the notice must be printed or typewritten in type that is not smaller than 16 point Times New Roman font;
    - (b) the second line of the notice must be printed or typewritten in type that is not smaller than 20 point Times New Roman font.

## **7—Variation of regulation 8—Notification of change in circumstances**

- (1) Regulation 8(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) Regulation 8(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) Regulation 8(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (4) Regulation 8(4), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.

## **8—Variation of regulation 9—Return etc of licence or certificate of registration**

- (1) Regulation 9(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) Regulation 9(2), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (3) Regulation 9(3), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.  
Expiation fee: \$315.

- (4) Regulation 9(5), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.  
Expiation fee: \$315.

### **9—Variation of regulation 10—Display of licences, registration etc**

- Regulation 10, penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

### **10—Insertion of regulation 10A**

After regulation 10 insert:

#### **10A—Dealer to retain employee records**

- (1) A dealer must keep, in respect of each person employed by the dealer as a salesperson, records relating to the person's employment by the dealer (including any report on the person's criminal history (if any)) at—
- (a) the registered premises of the dealer; or
  - (b) another location the details of which are kept at the registered premises of the dealer,
- for the duration of the person's employment by the dealer.  
Maximum penalty: \$5 000.  
Expiation fee: \$315.
- (2) A dealer must produce to an authorised officer within a reasonable time (on request) any record that the dealer is required to keep under subregulation (1).  
Maximum penalty: \$5 000.  
Expiation fee: \$315.

### **11—Variation of regulation 11—Notices to be displayed (section 16 of Act)**

- (1) Regulation 11—delete "or exposed" wherever occurring
- (2) Regulation 11(2), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

### **12—Insertion of regulation 12A**

After regulation 12 insert:

#### **12A—Dealer to retain copy of contract**

- (1) A copy of each contract for the sale of a second-hand vehicle by a dealer must be kept by the dealer at—
- (a) the registered premises of the dealer; or
  - (b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date of the sale.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (2) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of any contract that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **13—Variation of regulation 14—Sale of vehicle and Dealer's Copy of Section 16 Notice**

- (1) Regulation 14(1), penalty provision—delete the penalty provision and substitute:

Maximum penalty: \$5 000.

- (2) Regulation 14(2)—delete subregulation (2) and substitute:

- (2) A licensed dealer must keep the Dealer's Copy of a Section 16 Notice at—

- (a) the registered premises of the dealer; or  
(b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date of sale of the vehicle to which the Notice relates.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (3) A dealer must produce to an authorised officer within a reasonable time (on request) the Dealer's Copy of a Section 16 Notice that the dealer is required to keep under subregulation (1).

Maximum penalty: \$5 000.

Expiation fee: \$315.

### **14—Insertion of regulation 14A**

After regulation 14 insert:

#### **14A—Option to purchase vehicle subject to contract for sale (section 18E of Act)**

For the purposes of section 18E(2)(b)(ii) of the Act, a notice in the approved form is to contain—

- (a) a statement of the dealer's right under section 18E(2)(a) of the Act to require the person to whom an option is granted to pay a deposit, including details of the maximum deposit that may be required; and

- (b) a statement of the circumstances in which the holder of an option to purchase a second-hand vehicle that is subject to a contract for sale is entitled under section 18E(3) of the Act to a refund of any deposit paid in order to secure the option; and
- (c) any other information approved by the Commissioner for the purposes of the notice.

**15—Variation of regulation 15—Notices to be displayed in case of auction (section 20 of Act)**

Regulation 15(2), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

**16—Variation of regulation 17—Sale of vehicle and Auctioneer's Copy of Auction Notice**

- (1) Regulation 17(1), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.
- (2) Regulation 17(2), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

**17—Variation of regulation 18—Trade auctions (section 22 of Act)**

Regulation 18(2), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

**18—Variation of regulation 19—Sales between dealers**

Regulation 19, penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

**19—Variation of regulation 20—Advertisements**

Regulation 20(3), penalty provision—delete the penalty provision and substitute:  
Maximum penalty: \$5 000.

**20—Variation of regulation 23—Waiver of rights (section 33 of Act)**

- (1) Regulation 23(1)(a)—delete "a waiver document in the form set out in Schedule 6" and substitute:  

the *Waiver of Rights Under Part 4* document, as set out in Schedule 6,
- (2) Regulation 23(2)—delete subregulation (2) and substitute:
  - (2) A person must not sign a witness certificate (as set out in the *Waiver of Rights Under Part 4* document)—
    - (a) if he or she—
      - (i) is the dealer; or
      - (ii) is owed money by or indebted to the dealer; or

- (iii) is employed by the dealer as an employee or under a contract for the performance of services; or
  - (iv) is otherwise a close associate of the dealer; and
- (b) unless the witness has made reasonable inquiries to satisfy himself or herself that the person proposing to sign the document understands the effect of completing the document.

Maximum penalty: \$5 000.

- (3) A prospective purchaser of a second-hand vehicle from a dealer may waive his or her right under section 18B of the Act to rescind the contract for the sale of the vehicle if he or she signs the *Waiver of Cooling-off Rights* document, as set out in Schedule 6, before a witness who signs the document as required or indicated by the document.
- (4) A person must not sign as witness to a *Waiver of Cooling-off Rights* document if he or she is the dealer or a salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle to the prospective purchaser.

Maximum penalty: \$5 000.

- (5) A copy of each waiver document signed by a purchaser or prospective purchaser in respect of the sale or prospective sale of a second-hand vehicle by a dealer must be kept by the dealer at—
- (a) the registered premises of the dealer; or
  - (b) another location the details of which are kept at the registered premises of the dealer,

for a period of not less than 2 years from the date on which the document is signed.

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (6) A dealer must produce to an authorised officer within a reasonable time (on request) a copy of any waiver document that the dealer is required to keep under subregulation (5).

Maximum penalty: \$5 000.

Expiation fee: \$315.

- (7) In this regulation—

***waiver document*** means the *Waiver of Rights Under Part 4* document or the *Waiver of Cooling-off Rights* document, as the case requires.

## 21—Variation of Schedule 1—Fees

Schedule 1—after "business of" wherever occurring insert:

buying or

## **22—Variation of Schedule 2—Forms**

- (1) Schedule 2 Form 1 Part A—delete "or exposed" wherever occurring
- (2) Schedule 2 Form 1 Part A—after the first note appearing under the heading "The last owner" insert:

**Note—**

Although the dealer is required to include the last owner's name and address, or provide this information on request, a dealer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

- (3) Schedule 2 Form 1 Part B—delete the dot point relating to airbags
- (4) Schedule 2 Form 1 Part B—after the dot point relating to "the following accessories" insert:

*[The list of additional accessories must not include an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind.]*

- (5) Schedule 2 Form 2—after the first note appearing under the heading "The last owner" insert:

**Note—**

Although the dealer is required to include the last owner's name and address, or provide this information on request, a dealer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the dealer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

- (6) Schedule 2 Form 2—delete "or exposed"
- (7) Schedule 2 Form 3 Part 2—delete "A brochure available from the Office of Consumer and Business Affairs gives a full list of those accessories which the dealer may list on the other side of this form. It also explains what other defects arising after sale may not be covered by a duty to repair."
- (8) Schedule 2 Form 3 Part 2—delete "It can also give you the brochure mentioned above which explains everything in much more detail than is possible in this notice."
- (9) Schedule 2 Forms 5 and 6—delete the forms and substitute the forms set out in Schedule 1
- (10) Schedule 2 Form 7 Part A—after the first note appearing under the heading "The last owner" insert:

**Note—**

Although the auctioneer is required to include the last owner's name and address, or provide this information on request, an auctioneer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

- (11) Schedule 2 Form 7 Part B—delete the dot point relating to airbags



- (12) Schedule 2 Form 7 Part B—after the dot point relating to "the following accessories" insert:

*[The list of additional accessories must not include an accessory originally fitted by the vehicle's manufacturer or produced or approved by the manufacturer for fitting to vehicles of that kind.]*

- (13) Schedule 2 Form 8—after the first note appearing under the heading "The last owner" insert:

**Note—**

Although the auctioneer is required to include the last owner's name and address, or provide this information on request, an auctioneer who fails to do this may have a defence if he or she can prove that reasonable inquiries were made and a proper examination of the vehicle conducted. (For example, if the vehicle was purchased at an interstate auction, the auctioneer may not be able to ascertain the last owner's details despite having made reasonable inquiries.)

- (14) Schedule 2 Form 9 Part 2—delete "A brochure available from the Office of Consumer and Business Affairs gives a full list of those accessories which the dealer may list on the other side of this form. It also explains what other defects arising after sale may not be covered by a duty to repair."
- (15) Schedule 2 Form 9 Part 2—delete "It can also give you the brochure mentioned above which explains everything in much more detail than is possible in this notice."

### **23—Variation of Schedule 3—Advertisements for sale of second-hand vehicles**

Schedule 3(b)—delete "or exposed"

### **24—Variation of Schedule 4—Defects in vehicles**

Schedule 4 Part 1(g)—delete paragraph (g)

### **25—Variation of Schedule 5—Contributions to second-hand vehicles compensation fund**

Schedule 5 clause 7, definition of *prescribed amount*, (a)—after "business of" insert:  
buying or

### **26—Variation of Schedule 6—Waiver of rights**

- (1) Schedule 6, heading to Form 1—delete "Form 1—Waiver of rights" and substitute:

**Document 1—Waiver of rights under Part 4**

- (2) Schedule 6, numbered notes at end of Form—delete Note 1 and substitute:

1 You must not witness this document if—

- you are the dealer; or
- you are owed money by or indebted to the dealer; or
- you are employed by the dealer as an employee or under a contract for the performance of services; or
- you are the dealer's spouse, domestic partner, parent, brother, sister or child; or
- you and the dealer are members of the same household; or

- you are in partnership with the dealer; or
- you and the dealer are otherwise close associates (within the meaning of the *Second-hand Vehicle Dealers Act 1995*).

(3) Schedule 6—after its present contents insert:

### **Document 2—Waiver of Cooling-off Rights**

**Important. This is an important document. It takes away some of your legal rights. Read it carefully. This form must be completed in duplicate.**

#### **Your right to cool-off**

Under section 18B of the *Second-hand Vehicle Dealers Act 1995* you have a cooling-off right, which is the right to change your mind about buying the vehicle.

You have 2 clear business days (which is the cooling-off period) after signing the contract to change your mind about buying the vehicle. If you change your mind, you must give the dealer written notice that you do not wish to go ahead with the purchase before the end of the cooling-off period. When this occurs the contract is rescinded.

There is a penalty for deciding not to go ahead with the contract. The dealer will keep part of the deposit you paid: 2% of the contract price or \$100, whichever is the lesser. However, you are entitled to the return of the rest of the deposit you paid to the dealer (less 2% of the contract price or \$100, whichever is the lesser).

If you wish, you can give up the cooling-off right by signing this document. By signing this document, you will lose your right to rescind the sales contract under section 18B of the *Second-hand Vehicle Dealers Act 1995*. You should not sign this document unless you are absolutely certain you want to buy the vehicle.

If you decide to sign this document give 1 copy of the completed and signed document to the dealer and keep the other copy for your records.

#### **Details of transaction**

Date contract was made:  
Make and model of vehicle:  
Registration No:  
Engine No:  
Vehicle identification No:  
Year of manufacture:  
Dealer's name:  
Dealer's licence No:  
Dealer's business address:  
Dealer's telephone No:

### **Waiving your cooling-off rights**

- I know that section 18B of the *Second-hand Vehicle Dealers Act 1995* gives me the right to decide within 2 clear business days not to go ahead with the purchase and to rescind the contract.
- I do not want this legal right.
- I know that if **I** sign this document, **I will lose my right to cancel the contract for the sale of the vehicle** under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

Purchaser's name:

Purchaser's telephone No:

Purchaser's address:

Purchaser's signature:

Date:

Name of witness:

Address of witness:

Signature of witness:

Date:

**Note—**

You must not witness this document if you are the dealer or a salesperson employed by the dealer who has been involved in any way in the transaction for the sale of the vehicle.

**27—Revocation of Schedule 7**

Schedule 7—delete the Schedule

**Schedule 1—Substituted forms 5 and 6**

**Form 5—SECOND-HAND VEHICLE DEALERS ACT 1995**

**PARTICULARS TO BE INCLUDED IN A CONTRACT FOR THE SALE OF A SECOND-HAND VEHICLE BY A DEALER**

Name in which dealer is licensed:.....

Business address: .....

Make		Model	Body Type	Colour:	Body— Trim—
Year of manufacture	Year of first registration	Registration No	Expiry date	Engine No	VIN No
DETAILS OF PURCHASE		\$	c	METHOD OF PAYMENT	
Cash Price				Deposit	
Additional options, accessories etc*				Trade-in allowance*	
<b>Total price of vehicle</b>				Less pay-out	
Is contract subject to cooling-off period? YES/NO				Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)	
<b>If Yes</b> —when does period expire?					
(Date and time when period expires)					
Special conditions (Dealer to provide details)					
Registration (number of months)				Equity (Deficiency)	
3rd Party compulsory insurance				Less refund to purchaser	
Stamp duty and/or transfer fee				Net equity (or deficiency)	
Dealer to arrange above YES/NO				Total deposit and trade-in	
<b>If Yes</b> —Dealer handling fee				Payable on delivery	
Vehicle insurance: Company					
Other (give full details including other parties to whom payment must be made)				(Amount payable on delivery includes amount to be financed where applicable).....	
.....				.....	
.....				.....	
<b>TOTAL PAYABLE</b>				<b>TOTAL PAYMENT</b>	

Options/accessories/additional work included in this amount	\$	c	*Trade-in details																		
			<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Make:</td> <td style="width: 50%;">Model:</td> </tr> <tr> <td>Body Type:</td> <td>Colour: Body:</td> </tr> <tr> <td></td> <td style="text-align: right;">Trim:</td> </tr> <tr> <td>Year of Manufacture:</td> <td>Year of 1st Registration:</td> </tr> <tr> <td>Registration No:</td> <td>Expiry Date:</td> </tr> <tr> <td>Engine No:</td> <td>Odometer:</td> </tr> <tr> <td></td> <td style="text-align: right;">kms</td> </tr> <tr> <td>Payout to:</td> <td>.....</td> </tr> <tr> <td>Account No:</td> <td>Valid until:</td> </tr> </table>	Make:	Model:	Body Type:	Colour: Body:		Trim:	Year of Manufacture:	Year of 1st Registration:	Registration No:	Expiry Date:	Engine No:	Odometer:		kms	Payout to:	.....	Account No:	Valid until:
Make:	Model:																				
Body Type:	Colour: Body:																				
	Trim:																				
Year of Manufacture:	Year of 1st Registration:																				
Registration No:	Expiry Date:																				
Engine No:	Odometer:																				
	kms																				
Payout to:	.....																				
Account No:	Valid until:																				

TOTAL

\*Address to which vehicle is to be delivered for repair of defects under the *Second-hand Vehicle Dealers Act 1995*.

REPAIRER'S NAME:.....

ADDRESS:.....

\*The vehicle may be delivered to any of the following registered premises of the dealer for repair:.....

.....

.....

**COOLING-OFF RIGHTS**

\*This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

\*This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

A purchaser who wishes to be bound by the contract may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request\* the name and address of—

- (a) the last owner of the vehicle (who was not a dealer)\*;
- (b) the person who leased the vehicle from the last owner of the vehicle (who was not a dealer) under a vehicle leasing agreement\*.

**Second-hand Vehicle Dealers Variation Regulations 2010**

Schedule 1—Substituted forms 5 and 6

---

Signature of purchaser:

---

Any purported exclusion, limitation, modification or waiver of your rights under the Act is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2010*.

---

*\*Strike out whichever does not apply.*

**Form 6—SECOND-HAND VEHICLE DEALERS ACT 1995**

**PARTICULARS TO BE INCLUDED IN A CONTRACT FOR THE SALE OF  
A SECOND-HAND MOTORCYCLE BY A DEALER**

Name in which dealer is licensed:.....

Business address: .....

	Make	Model	Colour:
Year of manufacture	Year of first registration	Registration No	Expiry date
Engine No	VIN No		
<b>DETAILS OF PURCHASE</b>	\$	c	<b>METHOD OF PAYMENT</b>
Cash Price			Deposit
Additional options, accessories etc*			Trade-in allowance*
<b>Total price of motorcycle</b>			Less pay-out
Is contract subject to cooling-off period? YES/NO			Amount of deposit to be paid if contract rescinded (and preferred method of payment of refund)
<b>If Yes</b> —when does period expire? (Date and time when period expires)			
Special conditions (Dealer to provide details)			
Registration (number of months)			Equity (Deficiency)
3rd Party compulsory insurance			Less refund to purchaser
Stamp duty and/or transfer fee			Net equity (or deficiency)
Dealer to arrange above YES/NO			Total deposit and trade-in
<b>If Yes</b> —Dealer handling fee			Payable on delivery
Motorcycle insurance: Company			
Other (give full details including other parties to whom payment must be made)			(Amount payable on delivery includes amount to be financed where applicable).....
.....			.....
<b>TOTAL PAYABLE</b>			<b>TOTAL PAYMENT</b>
Options/accessories/additional work included in this amount	\$	c	*Trade-in details
			Make:
			Model:
			Colour:
			Year of Manufacture:
			Year of 1st Registration:
			Registration No:
			Expiry Date:

## Second-hand Vehicle Dealers Variation Regulations 2010

Schedule 1—Substituted forms 5 and 6

---

Engine No: Odometer:  
kms

Payout to:

Account No: Valid until:

---

TOTAL

---

### COOLING-OFF RIGHTS

\*This contract is subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

\*This contract is not subject to a 2 day cooling-off period under section 18B of the *Second-hand Vehicle Dealers Act 1995*.

The purchaser under a contract that is subject to a cooling-off period under the *Second-hand Vehicle Dealers Act 1995*, may, within 2 clear business days after signing the contract (the **cooling-off period**), by giving the dealer written notice that he or she does not wish to proceed with the purchase, rescind the contract. The written notice must be given to the dealer before the end of the cooling-off period. If this occurs, the contract is rescinded. (The 2 day period may include a Saturday but will not include a Sunday or public holiday.)

If the contract is rescinded by the purchaser, the dealer is entitled to keep 2% of the contract price or \$100, whichever is the lesser. The purchaser is entitled to the return of the balance of any deposit paid to the dealer by the end of the next clear business day.

A purchaser who wishes to be bound by the contract may waive his or her right to the cooling-off period by signing the *Waiver of Cooling-off Rights* document provided by the dealer.

---

I acknowledge that, *before* the signing of the contract for the purchase of the vehicle, I was informed of/I did not request\* the name and address of—

- (a) the last owner of the vehicle (who was not a dealer)\*;
- (b) the person who leased the vehicle from the last owner of the vehicle (who was not a dealer) under a vehicle leasing agreement\*.

Signature of purchaser:

---

Any purported exclusion, limitation, modification or waiver of your rights under the Act is void. The only way you can give away your rights under the *Second-hand Vehicle Dealers Act 1995* is if you have signed a waiver document in accordance with the *Second-hand Vehicle Dealers Regulations 2010*.

---

### IMPORTANT INFORMATION

There is no duty to repair second-hand motorcycles under the *Second-hand Vehicle Dealers Act 1995*.

\* *Strike out whichever does not apply.*

### Note—

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

## Made by the Governor

with the advice and consent of the Executive Council  
on 14 October 2010

No 212 of 2010

10MCA0032CS

---